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6  
7 UNITED STATES DISTRICT COURT  
8 FOR THE DISTRICT OF NEVADA - RENO

9 ACAPITA EDUCATION FINANCE )  
CORPORATION, a Texas non-profit )  
10 corporation, )  
11 Plaintiff, )  
12 v. )  
13 JAMES JOSEPH DAVIS, also known as )  
JAMES J. DAVIS, )  
14 Defendant. )  
15

Case No.: \_\_\_\_\_

16 **COMPLAINT**

17 Plaintiff, ACAPITA EDUCATION FINANCE CORPORATION, through its  
18 counsel, RICHARD G. HILL, LTD., and RICHARD G. HILL, ESQ., complains and alleges  
19 as follows:

20 **PARTIES AND JURISDICTION**

21 1. Plaintiff, ACAPITA EDUCATION FINANCE CORPORATION ("ACAPITA")  
22 is a Texas non-profit corporation.

23 2. Defendant, JAMES JOSEPH DAVIS, also known as JAMES J. DAVIS  
24 ("DAVIS"), is an individual and a citizen of the State of Nevada.

25 3. The jurisdiction of this court is based on the diversity of citizenship of the  
26 parties, and the amount in controversy is in excess of \$75,000.00. 28 USC §1332.

27 3.1. Venue in this court is proper pursuant to 28 USC §1391(b)(1).

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**GENERAL ALLEGATIONS**

4. Plaintiff is the successor in interest to RICHLAND STATE BANK ("RICHLAND") of South Dakota, and is the owner of the five student loans described below that were made by Richland to defendant.

5. On or about November 19, 2003, Richland loaned defendant \$5,913.98. The loan was disbursed January 13, 2004, and with all accrued interest as of September 7, 2012, defendant owed \$9,215.88 (\$8,982.20 principal and \$233.68 interest), plus interest until paid.

5.1. EXHIBIT 1 is a true and correct copy of the Promissory Note signed by defendant.

5.2. The terms and conditions of the loan provided no requirement for payment or performance by defendant until after his graduation from school.

5.3. The loan became delinquent November 22, 2009.

6. On or about March 3, 2006, Richland loaned defendant \$8,632.26, which was disbursed February 23, 2006, and, with all accrued interest as of September 7, 2012, defendant owed \$11,645.00 (\$11,349.72 principal, \$295.28 interest), plus interest until paid.

6.1. EXHIBIT 2 is a true and correct copy of the Promissory Note signed by defendant in relation to that loan.

6.2. The terms and conditions of the loan provided no requirement for payment or performance by defendant until after his graduation from school.

6.3. The loan became delinquent September 22, 2009.

7. On or about August 21, 2001, Richland loaned defendant \$23,804.25. That loan was disbursed in phases on January 7, 2003, February 18, 2003, and August 4, 2003.

7.1. EXHIBIT 3 is a true and correct copy of the Promissory Note signed by defendant as to that loan.

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1 7.2. The terms and conditions of the loan provided no requirement for  
2 payment or performance by defendant until after his graduation from school.

3 7.3. The loan became delinquent September 22, 2009, and with  
4 accrued interest as of September 7, 2012, defendant owed \$34,647.73 (\$33,769.37 principal,  
5 \$878.36 interest) plus interest until paid.

6 8. On or about March 31, 2005, Richland loaned defendant \$31,529.00,  
7 which was disbursed in phases on April 22, 2005, and June 20, 2005.

8 8.1. EXHIBIT 4 is a true and correct copy of the Promissory Note  
9 signed by defendant as to that loan.

10 8.2. The terms and conditions of the loan provided no requirement for  
11 payment or performance by defendant until after his graduation from school.

12 8.3. The loan became delinquent November 22, 2009, and with  
13 accrued interest as of September 7, 2012, defendant owed \$42,534.18 (\$41,455.65 principal,  
14 \$1,078.53 interest), plus interest until paid.

15 9. On or about June 25, 2004, Richland loaned defendant \$33,902.15, which  
16 was disbursed in phases on July 22, 2004, and November 8, 2004.

17 9.1. EXHIBIT 5, is a true and correct copy of the Promissory Note  
18 signed by defendant.

19 9.2. The terms and conditions of the loan provided no requirement for  
20 payment or performance by defendant until after his graduation from school.

21 9.3. The loan became delinquent November 22, 2009, and with  
22 accrued interest as of September 7, 2012, defendant owed \$47,273.72 (\$46,075.01 principal,  
23 \$1,198.71 interest), plus interest until paid.

24 10. Plaintiff has demanded that defendant pay his student loans, which  
25 demands defendant has failed, declined and refused to honor.

26 11. As a sole, direct and proximate result of the foregoing, plaintiff has been  
27 damaged in a sum in excess of \$75,000.00, to be more precisely proven at trial.

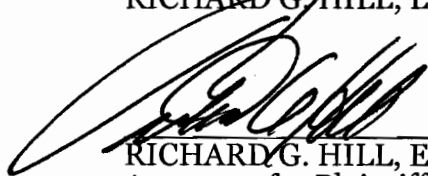
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12. As a sole, direct and proximate result of the foregoing, plaintiff has been forced and compelled to retain and pay for the services of an attorney, to plaintiff's further detriment and cost.

WHEREFORE, plaintiff prays for a money judgment against the defendant in a sum in excess of \$75,000.00; for leave to amend; for an award of fees and legally taxable costs; and for such other, further and additional relief as seems just to the court in the premises.

RESPECTFULLY SUBMITTED this 12<sup>th</sup> day of September, 2012.

RICHARD G. HILL, LTD.



RICHARD G. HILL, ESQ.  
Attorneys for Plaintiff

**EXHIBIT INDEX**

EXHIBIT NO.	DESCRIPTION	PAGES
1	Promissory Note (1-13-04)	2
2	Promissory Note (2-23-06)	2
3	Promissory Note (1-7-03)	2
4	Promissory Note (4-22-05)	2
5	Promissory Note (7-22-04)	2